

POWERS KIRN, LLC  
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IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: William Steven Stanaitis Penny Mifflin Stanaitis  Debtors	Chapter 13 Proceeding  23-12187 PMM
WELLS FARGO BANK, N.A.  Movant  v. William Steven Stanaitis Penny Mifflin Stanaitis and Kenneth E. West, Esquire  Respondents	

**STIPULATION IN SETTLEMENT OF  
MOTION FOR RELIEF FROM THE AUTOMATIC STAY**

WHEREAS, the parties hereto and their respective counsel have agreed as to the disposition of the Motion for Relief from the Automatic Stay filed by Karina Velter on behalf of the secured creditor, WELLS FARGO BANK, N.A. ("Movant").

NOW, THEREFORE, intending to be legally bound, the parties hereto, herewith stipulate as follows:

1. The automatic stay as provided by Section 362 of the Bankruptcy Code shall remain in full force and effect conditioned upon the terms and conditions set forth herein.
2. This Stipulation pertains to the property located at 349 Mulberry Drive, Royersford, PA 19468, mortgage account ending with 0007.
3. Upon approval of the United States Bankruptcy Court of the within Stipulation, Debtors and Movant agree to the following:
  - (a) Parties acknowledge that the current regular post-petition payment is \$1125.32.
  - (b) Parties acknowledge that the following amounts are currently due post-petition:

	Quantity	From	To	Amount	
Payments:	6	08/01/2023	01/01/2024	\$1,125.32	\$6,751.92
<b>Total Post-Petition Arrearage:</b>					\$6,751.92

- (c) Commencing with the 02/01/2024 payment the Debtors shall resume and shall continue to make all regular monthly post-petition payments when they are due in accordance with the terms of the Note and Mortgage.
- (d) Debtors agree to Amend the Chapter 13 Plan to include the aforementioned post-petition delinquency representing all arrearages due through 01/01/2024. Debtor shall also include the pre-petition arrears to Movant, as specified in Proof of Claim #3-1, in the amount of \$11,368.66, in the Amended Plan. Debtors agree to amend the Chapter 13 Plan within thirty (30) days of the filing of this Stipulation. Failure to amend the plan in accordance with the terms of this Stipulation shall constitute a default.
- (e) If sufficient proof is provided (front and back copies of checks or money orders) of payments made, but not credited, the account will be adjusted accordingly.
- (f) All post-petition payments from Debtors to Movant shall be sent to Wells Fargo Bank, N.A., PO Box 14507, Des Moines, IA 50306.
- (g) The provisions of the Stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this Stipulation, including fees and costs, due under the terms of the contract and applicable law. Also, all allowed fees and costs due to Movant as stated on any Post-Petition Fee Notices filed with the court shall be paid prior to the entry of a Discharge Order.
- (h) The Debtors shall timely tender all payments and comply with all conditions in accordance with the Stipulation. If such payments or conditions are not timely made, or if the case should convert to a Chapter 7 Bankruptcy, Movant may provide the Debtors and Debtors' counsel with fifteen (15) days written notice of default. If the default is not cured within the fifteen (15) day period, Movant may certify the default to this Court and

an Order shall be entered granting Movant relief from the automatic stay without further notice and hearing and waiving Fed. R. Bankr. P. 3002.1 and waiving Rule 4001(a)(3) so that the Relief Order is immediately effective and enforceable.

- (i) The parties agree that a facsimile may be submitted to the Court as if it were an original.

STIPULATED AND AGREED TO BY:



Michael A. Cibik, Esquire  
Attorney for Debtors  
Date:

/s/ Jack Miller, Esquire for The Chapter 13 Trustee

Kenneth E. West, Esquire  
Trustee  
Date: 02/15/2024

I have no objection to its terms,  
without prejudice to any of our  
rights and remedies.

/s/ Karina Velter, Esquire

Karina Velter, Esquire  
Attorney for Movant  
Date: 02/12/2024